

REMARKS

Claims 1, 2, 5, 6, and 9-30 were pending at the time of the last Office Action. Applicant has amended claims 1, 10, and 17 and canceled claims 23-30. Thus, claims 1, 2, 5, 6, and 9-22 are now pending.

The Examiner has rejected the claims as outlined in the following table:

Claims	Statute	References
1, 5, 6, 10, 11, 13-15, 17-24, and 26-29	102(b) or 103(a)	Liang
2, 12, and 25	103(a)	Liang and Davis
9, 16, and 30	103(a)	Liang and Chote

Applicant respectfully traverses this rejection.

As an initial matter, applicant would like to point out that, although the Examiner rejects claims 1, 5, 6, 10, 11, 13-15, 17-24, and 26-29 alternatively under Section 103(a), the Examiner has not established a *prima facie* case of obviousness. "[T]he examiner bears the initial burden of factually supporting any *prima facie* conclusion of obviousness." (MPEP § 2142.) The MPEP indicates that in order for an examiner to establish a *prima facie* case that an invention, as defined by a claim at issue, is obvious, the examiner must (1) interpret the claim at issue; (2) define one or more prior art reference components relevant to the claim at issue; (3) ascertain the differences between the one or more prior art reference components and the elements of the claim at issue; and (4) adduce objective evidence which establishes, under a preponderance of the evidence standard, a teaching to modify the teachings of the prior art reference components such that the prior art reference components can be used to construct a device substantially equivalent to the claim at issue. (MPEP §§ 2141 and 2143.)

In this case, the Examiner has provided no explanation as to what are the differences between Liang and the invention of these claims. Indeed, as indicated by

the rejection under Section 102, the Examiner believes that Liang identically discloses all aspects of the invention of these claims. As such, the Examiner needs to either provide and explanation of the differences or withdraw the rejection.

A prior art reference, in order to anticipate a claim under Section 102, must disclose all elements of the claim within the four corners of a single document, and must disclose those elements "arranged as in the claim." This requirement applies to all types of claims and refers to the need for the reference to show all limitations of the claim arranged or combined in the same way as recited in the claim, not merely in particular order. (Net MoneyIN Inc. v. VeriSign Inc., 545 F.3d 1359 Fed. Cir., 2008.)

Independent claim 1 recites "establishing a limit on services of a service provider that the application is authorized to use based on the published requirements of the application." The Examiner relies on Liang at paragraphs 25-30 and 54 as identically describing such establishing of a limit. In particular, the Examiner states that "rules for determining abnormality" is interpreted as establishing a limit." (Office Action, April 3, 2009, p. 3.) Figure 11 of applicant's specification illustrates how a user establishes a limit for applications. As illustrated, the application named "Appl" is authorized to use the "location" service 50 times a month and to use the "map" service 2 times a day. Thus, the limits are established for a specific service and service provider for an application as recited by the claim. It is unclear why the Examiner believes that "rules for determining abnormality" correspond to such an establishment of a limit. Applicant can find no rule in Liang that is identical to "establishing a limit on services of a service provider that the application is authorized to use based on published requirements of the application." To establish a *prima facie* case of anticipation, the Examiner needs to identify the rule of Liang and explain what in that rule corresponds to the "limit," the "service provider," the "application," the "published requirement," and so on.

Claim 1 recites "asking the service provider if the application is authorized to use the application." The Examiner relies on Liang at paragraphs 28-30 as identically

disclosing such asking. (Office Action, April 3, 2009, p. 4.) Again, the Examiner has not explained what in these paragraphs corresponds to the claimed “service provider” and “asking” that service provider “if the application is authorized to use the service provider.” The relied-upon portion of Liang suggests to “continuously monitor system activities” to detect an infection. This monitoring in no way suggests “asking” of any service provider.

Claim 1 recites “when it is determined that the application is not authorized to request services of the service provider, not installing the application.” The Examiner relies on Liang at paragraphs 28-30 as implying “that when the anti-virus system does detect a virus, the application will not be installed.” (Office Action, April 3, 2009, p. 4.) The relied-upon portion suggests to “continuously monitor system activities” to detect an infection. Such continuous monitoring clearly implies that the system is already infected by the virus as the purpose of the monitoring is to detect an infection before it spreads. Indeed, Liang specifically states that the antivirus system “is designed to pick up traces of potential virus outbreaks.” (Liang, ¶ 0023.) Such “traces” can only be detected after the virus has infected a system. Again, it is not clear what “application” the Examiner considers to not be installed when a virus that has already infected a system is detected.

Applicant has amended each independent claim explicitly to recite that the service provider computer system is different from the consumer computer systems. Independent claim 1 recites “the service provider being a computer system that is remote to the consumer system.” Independent claim 10 recites “, the service provider being a computer system that is remote to the consumer system.” Independent claim 17 recites “each service consumer being a consumer computer that is different from the computer system of the service provider.”

The claims also recite that the service provider itself is notified when a consumer system detects that an application's usage of the services of the service provider

indicates that the application is misbehaving. Independent claims 1 and 10 recites “notifying the service provider that the application is misbehaving.” Independent claim 17 recites “receiving notifications of the misbehavior from the service consumers.”

In rejecting claim 1, the Examiner relies on Liang at paragraph 30 as identically disclosing “notifying the service provider that the application is misbehaving.” (Office Action, April 3, 2009, p. 5.) The service provider is the computer system that provides the services. Liang’s “high risk alerts” are sent by clients to the server 108. The server 108 is not a service provider that provides services to Liang clients. Moreover, there is nothing in Liang to suggest that the “abnormal activity” is in any way related to use of server 108.

As discussed above, to establish anticipation of a claim, the Examiner needs to demonstrate that each feature of the claim is in Liang and “arranged as claimed.” The Examiner has not made such a demonstration.

Based upon the above amendments and remarks, applicant respectfully requests reconsideration of this application and its early allowance. If the Examiner has any questions or believes a telephone conference would expedite prosecution of this application, the Examiner is encouraged to call the undersigned at (206) 359-8548.

Please charge any deficiencies or credit any overpayment to our Deposit Account No. 50-0665, under Order No. 418268001US from which the undersigned is authorized to draw.

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Respectfully submitted,

By Maurice J. P.

Maurice J. Pirio

Registration No.: 33,273
PERKINS COIE LLP
P.O. Box 1247
Seattle, Washington 98111-1247
(206) 359-8548
(206) 359-9000 (Fax)
Attorney for Applicant